

Disclaimer

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**COOKEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
AUGUST 6, 2020
5:30 PM**

1. CALL TO ORDER AND ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. Consider approval of agenda as presented.
4. Appointments, Proclamations, Presentations or Awards.
5. OLD BUSINESS:
 - A. Consider approval of minutes of council meeting held on July 16, 2020.
6. CONSENT AGENDA:
 - A. Consider awarding bids for transformers - Electric Department.
7. NEW BUSINESS - PUBLIC HEARINGS AND ACTION ITEMS:
 - A. Consider authorizing Waller Lansden Dortch and Davis, LLP as Bond Counsel for the proposed issuance of not to exceed \$19,000,000 General Obligation Bonds. SPONSOR-BRENDA IMEL
 - B. Consider authorizing Cumberland Securities Company, Inc. as Financial Advisor and Bond Fiscal Agent for the proposed issuance of not to exceed \$19,000,000 General Obligation Bonds. SPONSOR-BRENDA IMEL
 - C. Consider Resolution #R200815, authorizing the execution, terms, issuance, sale and payment of not to exceed \$19,000,000 General Obligation Bonds, in one or more series, of the City of Cookeville, TN, and providing the details thereof. SPONSOR-BRENDA IMEL
 - D. Consider authorizing the City Manager to execute a lease agreement with First Baptist Church to provide public access to Walnut Park. SPONSOR-JAMES MILLS
 - E. Consider approval of 2020 Wellness Screening Program Agreement. SPONSOR-CARL SELLS
 - F. Consider approval of change order #2 to the W & O Construction contract authorizing the partial completion of the third floor space of the Police Department Headquarters for future use and expansion - Police Department. SPONSOR-RANDY EVANS
 - G. Consider approval to purchase high density storage for the new Police Department Headquarters utilizing the Sourcewell Purchasing Cooperative - Police Department. SPONSOR-RANDY EVANS
 - H. Consider approval to purchase investigative equipment (sole-source provider) - Police Department. SPONSOR-RANDY EVANS
 - I. Consider approval to purchase a key management system utilizing the Sourcewell Purchasing Cooperative - Police Department. SPONSOR-RANDY EVANS
 - J. Consider awarding bid for West End Park Fencing - Leisure Services Department. SPONSOR-RICK WOODS
 - K. Consider awarding bid for Puppy / Small Breed Dog Mobile Cage Banks - Animal Shelter. SPONSOR-JENNIFER TRACY
 - L. Consider authorizing the City Manager to sign Work Authorization with Liberty Power Services for various Substation Projects - Electric Department. SPONSOR-CARL HANEY
 - M. Consider approval to purchase vehicles from State of Tennessee Contract #209 - various departments. SPONSOR-CARL HANEY
 - N. Consider awarding bid for Station 4 roof replacement - Fire Department. SPONSOR-DARYL BLAIR
 - O. Consider authorizing the City Manager to execute an agreement concerning settlement of a lawsuit through the acquisition of property - Water Quality Control Department. SPONSOR-DAN RADER IV
 - P. Consider Resolution #R200816, acknowledging and celebrating the 100th Anniversary of the 19th

Amendment to the Constitution of the United States of America. SPONSOR-COUNCILMAN WOMACK

8. HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:

9. MAYOR'S COMMENTS:

10. ADJOURNMENT

Darian Coons, City Clerk

5A

**COOKEVILLE CITY COUNCIL
REGULAR MEETING
JULY 16, 2020
5:30 P.M.**

The Council of the City of Cookeville met in regular session on Thursday, July 16, 2020, at 5:30 p.m., via electronic means (Zoom) pursuant to the Governor's Executive Order No. 16, extended by Executive Orders No. 34 & No. 51, in the Municipal Building, 45 East Broad Street. Public access was limited due to following the guidelines and recommendations of social distancing set for by the Governor's Executive Orders. Dr. Jonathan Nelms, Pastor, from Covenant Church gave the invocation, and led the audience in the Pledge of Allegiance. Mayor Shelton then called the meeting to order and asked the City Clerk to call the roll. Present and answering roll call were:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

Also present: James Mills, City Manager; Darian Coons, City Clerk and Dan Rader, City Attorney.

In an effort to practice social distancing (due to COVID-19) only 4 members of the Council sat on the bench.

**CONSIDER APPROVAL OF
AGENDA AS PRESENTED**

Vice-Mayor Wheaton made a motion, seconded by Councilman Walker, to approve the agenda as presented. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

APPOINTMENTS, PROCLAMATIONS, PRESENTATIONS OR AWARDS:

**CONSIDER APPOINTMENT TO THE
ENVIRONMENTAL APPEALS BOARD**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to confirm the appointment to the Environmental Appeals Board. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

OLD BUSINESS:

**CONSIDER APPROVAL OF
MINUTES OF COUNCIL
MEETINGS HELD ON
JULY 2ND AND 9TH, 2020**

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

Vice-Mayor Wheaton made a motion to dispense with the reading of the minutes and approve said minutes as submitted. The motion was seconded by Councilman Miller. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER ON SECOND AND FINAL
READING ORDINANCE #020-06-12,
REZONING OF APPROXIMATELY
4.86 ACRE PORTION OF TAX MAP
067A, GROUP F, PARCEL 040.00 FROM
CR (REGIONAL COMMERCIAL) TO
RD (SINGLE FAMILY AND DUPLEX
RESIDENTIAL)**

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve on second and final reading Ordinance #O20-06-12. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER ON SECOND AND FINAL
READING ORDINANCE #020-06-13,
REQUEST TO CLOSE, ABANDON,
AND DECLARE AS SURPLUS
PROPERTY A PORTION OF
UNDEVELOPED POPLAR AVENUE
RIGHT-OF-WAY**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve on second and final reading Ordinance #O20-06-13. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

CONSIDER DECLARING AS SURPLUS VEHICLES, EQUIPMENT & MISC. ITEMS - VARIOUS DEPARTMENTS

COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020

MEMORANDUM

TO : James Mills, City Manager
FROM: H. Randall Evans, Chief of Police
DATE : July 8, 2020
RE : Request to Declare Surplus Vehicles and Equipment

I am requesting the attached listed vehicles and equipment be placed on the next council meeting agenda for approval to be declared surplus to either be sold on GOV Deals or destroyed. The vehicles are high mileage with mechanical issues or substantial crash damage. The equipment has reached end of life cycle and/or is unserviceable.

Serial	DeviceName	Description
10038873	CPD23620	DVM-800 In Car System
10038984	CPD23642	DVM-800 In Car System
1003888C	CPD23617	DVM-800 In Car System
100388CE	CPD23616	DVM-800 In Car System
100389A5	CPD23618	DVM-800 In Car System
100388DC	CPD23645	DVM-800 In Car System
10038874	CPD23615	DVM-800 In Car System
10038985	CPD23644	DVM-800 In Car System
10038A1D	CPD23646	DVM-800 In Car System
10038991	CPD23647	DVM-800 In Car System
1003886B	CPD23633	DVM-800 In Car System
10038631	CPD23635	DVM-800 In Car System
10038894	CPD23637	DVM-800 In Car System
10038883	CPD23630	DVM-800 In Car System
1003887C	CPD23632	DVM-800 In Car System
1003886C	CPD23638	DVM-800 In Car System
100389CD	CPD23636	DVM-800 In Car System
100388E8	CPD23634	DVM-800 In Car System
10038615	CPD23662	DVM-800 In Car System
100388B4	CPD23667	DVM-800 In Car System
1003817F	CPD23298	DVM-800 In Car System
1003819C	CPD23675	DVM-800 In Car System
1003888E	cpd23630	DVM-800 In Car System
10038A19	CPD23661	DVM-800 In Car System
10038A6D	CPD23684	DVM-800 In Car System
10038834	CPD23685	DVM-800 In Car System
1003811D	CPD23689	DVM-800 In Car System
1003831E	CPD23678	DVM-800 In Car System
10038407	CPD23679	DVM-800 In Car System
1003832E	CPD23601	DVM-800 In Car System
1003849A	Woody	DVM-800 In Car System
10039546	CPD23608	DVM-800 In Car System
10038598	CPD23602	DVM-800 In Car System
1003911C	CPD23699	DVM-800 In Car System
10038481	CPD23715	DVM-800 In Car System
10038639	CPD23720	DVM-800 In Car System
1003833A	CPD23708	DVM-800 In Car System
100384C	CPD23717	DVM-800 In Car System
10038809	CPD23718	DVM-800 In Car System
10039831	CPD23723	DVM-800 In Car System
10038662	CPD23710	DVM-800 In Car System
10039A7D	CPD23845	DVM-800 In Car System
10039A9E	CPD23880	DVM-800 In Car System
100388B1	CPD23861	DVM-800 In Car System
10038186	CPD24025	DVM-800 In Car System
10039863	CPD24018	DVM-800 In Car System
10038816	CPD24030	DVM-800 In Car System

100397AF	CPD24005	DVM-800 In Car System
100390E5	CPD23927	DVM-800 In Car System
10038779	CPD23928	DVM-800 In Car System
10038014	CPD23553	DVM-800 In Car System
10039809	CPD23554	DVM-800 In Car System
10038732	CPD23555	DVM-800 In Car System
10039837	CPD24060	DVM-800 In Car System
10030ABA	CPD23709	DVM-800 In Car System
10039186	CPD_New	DVM-800 In Car System
1003826C	CPD24063	DVM-800 In Car System
100399F5	CPD24065	DVM-800 In Car System
100389D9	CPD24066	DVM-800 In Car System
10039564	CPD24209	DVM-800 In Car System
1003A2DC	CPD24208	DVM-800 In Car System
1003A45C	CPD24202	DVM-800 In Car System
100386DE	CPD24204	DVM-800 In Car System
1003A446	CPD24205	DVM-800 In Car System
10038B44	CPD-Gribble	DVM-800 In Car System
10038A48	CPD24238	DVM-800 In Car System
10038AAS	CPD24207	DVM-800 In Car System
1003864D	CPD24066	DVM-800 In Car System
10039D11	CPD24390	DVM-800 In Car System

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

Make	Model	Year	VIN	Color	Info
Dodge	Charger	2006	2C3CDXAT4CH239977	Silver	engine problems
Chevy	Impala	2013	2G1WD5E39D1148018	White	Wrecked
Chevy	Impala	2010	2G1WD5E5M5A1119037	White	Blown engine

Brand	Item	Model Number	Serial Number	CPD Number	Status	Notes
Hewlett Packard	Computer Monitor	HT2710	CN8510YWD	DTF #DF000494	To sell or destroy	No cables
Hewlett Packard	Computer Monitor	S2031	JC00173HDV	21836	To sell or destroy	No cables
Dell	Computer Monitor	S199WTFP	N-DHP379-72872-7A5-1VNI	20697	To sell or destroy	No cables
ViewSonic	Computer Monitor	VG2035WM	QCC023180684	21810	To sell or destroy	No cables
ViewSonic	Computer Monitor	VA2223WM	RH5993800507	21821	To sell or destroy	No cables
Acer	Computer Monitor	P215H	ETL1H0800601810R224264	21904	To sell or destroy	No cables
Dell	Computer	Optiplex 960	D9NFKM1	21926	To sell or destroy	No hard drive or RAM
Dell	Computer	Optiplex 755	F183541	22477	To sell or destroy	No hard drive or RAM
Dell	Computer	Optiplex 360	F341ML1	21771	To sell or destroy	No hard drive or RAM
Dell	Computer	Vostro 3500	D90C111	21922	To sell or destroy	No hard drive or RAM
Hewlett Packard	Computer	Compaq	HURC108710W	21813	To sell or destroy	No hard drive or RAM
Hewlett Packard	Docking Station	H5T2N-104X	CN19232223	N/A	To sell or destroy	No hard drive or RAM
Digital Intelligence	Computer	Forensic Workstation	F0125035064	22827	To sell or destroy	No hard drive or RAM
Apple	Laptop Computer	A1260	W88391QNVJZ	21811	To sell or destroy	No hard drive
Hewlett Packard	Printer	CP2025	CN05485113	21823	To sell or destroy	No cables
IP Box	Phone Password Decoder	N/A	N/A	N/A	Destroyed	
Hewlett Packard	Toner Cartridge	CP3505 Black	N/A	N/A	To sell or destroy	
Hewlett Packard	Toner Cartridge	CP3505 Yellow	N/A	N/A	To sell or destroy	
Azer	Toner Cartridge	G5T210CY	N/A	N/A	To sell or destroy	
APC	Battery Backup	BE-550G	3H0812X08921	20957	To sell or destroy	
APC	Battery Backup	BE-350G	3D0812X26177	20958	To sell or destroy	
APC	Battery Backup	BH1700LCD	8B0742R17858	N/A	To sell or destroy	
APC	Battery Backup	BE-350G	4H1126948527	N/A	To sell or destroy	
De'co	Battery Backup	F6C9001-NV	2014023337W4	N/A	To sell or destroy	
De'co	5 Bay Enclosure	DRD84-A	DRB146301760735	22829	To sell or destroy	No cables
De'co	5 Bay Enclosure	DRD45-A	TDH1126A0194	23203	To sell or destroy	No cables
De'co	5 Bay Enclosure	DRD85-A	DRB144301760278	N/A	To sell or destroy	No cables
De'co	5 Bay Enclosure	DRD83-A	DRB144301760290	N/A	To sell or destroy	No cables
Seagate	External Hard Drive	500GB	2GEXW1VE	N/A	Destroyed	
Seagate	External Hard Drive	500GB	2GEXW1P0	N/A	Destroyed	
Fernico	Camera and Components	N/A	8738514221	21824	To sell or destroy	
N/A	Misc Computer Peripherals	N/A	N/A	N/A	To sell or destroy	
N/A	Nine (9) Computer Keyboards	Various	N/A	N/A	To sell or destroy	

From: Debbie Swallows
Sent: Friday, July 10, 2020 8:40 AM
To: Greg Brown
Subject: SURPLUS

356 - LOADER - RUBBER TIRE	1988	John Deere 544E	LOADER/TIRE MULCH-SITE
351 - DOZER	2000	John Deere 850C	DOZER



2020 Surplus Equipment Declaration List

1. Lot of Misc. Scrap Water Meters.
Various brands, models, and sizes.
These meters do not comply with the lead free act.
2. Lot of Misc. Brass Fittings and Saddles.
Various brands, configurations, and sizes.
These brass fittings and saddles do not comply with the lead free act and was taken out of service.
3. 2008 Ford F150 4x4
Vin# 1FTRX14W88FC18932
Mileage- 159,675
Truck has been replaced and needs engine repairs.
4. 2010 Ford F150 4x4
Vin# 1FTMF1CW7AFC54020
Mileage-124,510
Truck has been replaced.

COOKEVILLE CITY COUNCIL MINUTES JULY 16, 2020

I am removing the following items from inventory. Items will be surplus and sold. Items are no longer legal to be used after Jan. 4, 2011 due to the Reduction of Lead in Drinking Water Act of 2011. (Verbiage follows) Items had been removed from usage and stored.

Reduction of Lead in Drinking Water Act of 2011 - Enacted on Jan 4, 2011, this act modifies existing 109th Section 1427, "The SDWA amendments" - Changes the definition of "lead free". Covers exemptions of the existing lead prohibition - Eliminates federal requirement for plumbing fittings and fixtures to comply with lead purity standards - Effective date - January 4, 2014 - Stock inventory that does not meet the requirements of the SDWA can no longer be sold or installed, U.S. Environmental Protection Agency's Revised Definition of Lead Free - Requires the maximum allowable lead content from any pipe, pipe fitting, plumbing fitting, and fixture - A calculated concentration based on the dry weight of the product from the components that make up the product. - Eliminates the federal requirement for certain products (plumbing fittings and fixtures) to comply with standards for lead leaching (NSF/ANSI Standard 61 Section 6) - NSF regulations or local ordinances may still require compliance

Loaded Brass Inventory List

Inventory Control #	Description	QTY	Price	Total
L34-23G	Br Mtr. Fitting 90 Mtr CTS .75	31	\$ 4.80	\$ 148.80
L34-44G	Br Mtr. Fitting 90 Mtr CTS 1"	7	\$ 18.07	\$ 126.49
L1444	BR. Bend 90 RPT x CTS	13	\$ 18.65	\$ 242.45
C35-21	Br Mtr. Fitting .5 IPPJ x .75 MN	32	\$ 4.80	\$ 156.80
C35-23	Br Mtr. Fitting .75 IPPJ x .75 MN	9	\$ 5.30	\$ 47.70
C34-44G	Br Mtr. Fitting MN x CTS 1"	17	\$ 5.70	\$ 96.80
C4534	Br Coupling IPPJ x CTS 1"x.75"	4	\$ 15.24	\$ 60.96
C8444	Br Coupling MHP x CTS 1"	2	\$ 4.52	\$ 9.04
EC23	Expansion Conn. .75"	3	\$ 3.50	\$ 10.50
EC34	Meter Yoke Parts .75"	35	\$ 8.50	\$ 297.50
B7	Br Bend 90 FIP x CTS .75"	25	\$ 4.88	\$ 122.00
M02A	Br Mtr. Fitting 90 MN x MHP 1"	15	\$ 5.29	\$ 79.35
KV13331W	Angle Valve 5/8 MN x .75" FPT	4	\$ 27.49	\$ 109.96
F500E	Br Corp Stop MHP x MHP .75"	26	\$ 6.47	\$ 168.22
H10201B	Br Curb Stop FIPT .5"	6	\$ 18.41	\$ 110.46
M04	Br Mtr. Fitting 90 MN x MHP .5"	8	\$ 8.44	\$ 67.52
9971	.75" Corp Stop	8	\$ 6.68	\$ 53.44
9971OLD	1" Corp Stop	9	\$ 11.32	\$ 101.88
BA13-332W	Angle Valve .75" MN x .75" FPT	6	\$ 35.80	\$ 214.80
M413R	Br Mtr. Fitting MN x RPT 1"	10	\$ 8.19	\$ 81.90
KV43444W	Angle Valve 1" CTS x 1" MN	5	\$ 13.62	\$ 68.10
A08	Ball Corp Stop 3"	2	\$ 50.75	\$ 101.50
F1000-3	.75" Corp Stop CCT X Qout CTS	61	\$ 15.50	\$ 950.99
Y05	Copper Setter 1.5"x1.2"whypass	2	\$ 209.00	\$ 418.20
62	Copper Setter 1.5"x1.2"whypass	5	\$ 211.72	\$ 1,058.60
66	Copper Setter 1.5"x1.8"whypass	2	\$ 183.04	\$ 366.08
571-123	Br Saddle 1.25" x .75" IPT	6	\$ 7.80	\$ 46.80
571-153	Br Saddle 1.5" x .75" IPT	17	\$ 7.98	\$ 135.66
571-253	Br Saddle 2.5" x .75" IPT	8	\$ 8.88	\$ 71.04
571-403	Br Saddle 4" x .75" IPT	5	\$ 10.54	\$ 52.70
571-603	Br Saddle 6" x .75" IPT	44	\$ 14.94	\$ 657.36
			Total	\$ 6,234.70



Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 966 - 45 East Broad Street
Cookeville, TN 38503-0966
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL
FROM: DARYL BLAIR, FIRE CHIEF
SUBJECT: SURPLUS EQUIPMENT
DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to surplus the following items due to age and non-working condition. We respectfully request your approval and will be more than glad to explain or answer any questions you may have.

1991 Luverne Mini Pumper Mileage 71,086 VIN#2FDKF38M4MCA81840

Severe Maintenance Issues. Parts Hard to Find, Out of Service, Wore Out

2003 Ford Explorer Mileage 110,162 VIN#1FMZU72K83UB36856

Needs New Rear End & Front End, Out of Service, Wore Out

2 Dyna Body Smith Machines Out of Service, Wore out

2 Precor Treadmills Out of Service, Wore out

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve the consent agenda items as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

NEW BUSINESS – PUBLIC HEARINGS AND ACTION ITEMS:

**CONSIDER RESOLUTION #R20-07-13,
AMENDING THE PERSONNEL
POLICIES AND PROCEDURES
MANUAL**

RESOLUTION

A RESOLUTION OF THE
COOKEVILLE CITY COUNCIL
AMENDING THE PERSONNEL
POLICIES AND PROCEDURES
MANUAL

RESOLUTION NUMBER: R20-07-13
REQUESTED BY: City Council
PREPARED BY: City Manager
APPROVED-FORM/CORRECTNESS:

(City Attorney)
ADOPTED: _____
MINUTE BOOK _____, PAGE _____

WHEREAS, the City Council originally approved the Personnel Policies and Procedures Manual on June 27, 1988; and

WHEREAS, in an on-going effort to keep the Manual current, changes have taken place and will continue to take place; and

NOW, THEREFORE, BE IT RESOLVED THAT THE PERSONNEL POLICIES AND PROCEDURES MANUAL BE AMENDED AS FOLLOWS:

Chapter 5, Code of Conduct shall be amended as follows:

By adding the word "Property" to the title of Section 4 of Chapter 5 of the Manual so that it reads: Use of City Time, Property, Facilities, Etc.

By adding Part 4.03 to Section 4: Use of City Time, Property, Facilities, Etc.

4.03: No decal, emblem, flag, insignia, or similar item shall be affixed to any City of Cookeville property, including buildings, vehicles, equipment, or uniforms, unless authorized by the Department Director and approved by the City Manager. Approved items include City of Cookeville/Department badges and logos and the flags of the United States and State of Tennessee.

ADOPTED AND EFFECTIVE THIS 16th DAY OF JULY, 2020.

Ricky Shelton, Mayor

ATTEST:

Darian Coona, City Clerk

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to adopt Resolution #R20-07-13. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

**CONSIDER RESOLUTION #R20-07-14,
INITIAL RESOLUTION
AUTHORIZING THE ISSUANCE OF
NOT-TO-EXCEED \$19,000,000 IN
GENERAL OBLIGATION BONDS OF
COOKEVILLE, TN**

City of Cookeville
General Obligation Bonds

- Not to Exceed \$19,000,000
- Will Issue \$10 million now and the balance of what is needed to complete the projects (up to \$9 million) in early 2021.
- Projects
 - Construction and equipping of buildings & facilities to serve as a police headquarters.
 - Purchase of Fire Apparatus (aerial truck and rescue pumper)
 - Other projects
 - Bond Issuance Cost

Councilman Miller made a motion, seconded by Councilman Womack, to adopt Resolution #R20-07-14. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER ACCEPTING THE
DIRECT APPROPRIATION GRANT
OF \$780,438 FROM THE STATE OF
TENNESSEE FOR THE CITY OF
COOKEVILLE WITH NO MATCHING
FUNDS REQUIREMENT**

FY 21 Tennessee State Grant

- Tennessee state budget included direct appropriation grants to local governments
- Cookeville allocation \$780,438 (no match)
- Planned use of the funds:
 - Budgeted Public Safety equipment/capital items
 - HVAC unit at City Hall
- Recommend acceptance of the grant

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**


Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to accept the direct appropriation grant of \$780,438 from the State of Tennessee for the City of Cookeville with no matching funds requirement as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO
PURCHASE FIVE (5) ZOLL X SERIES
MONITOR/DEFIBRILLATORS (SOLE
SOURCE PROVIDER) - FIRE
DEPARTMENT**

Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 998 - 45 East Broad Street
Cookeville, TN 38503-0998
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL
FROM: DARYL BLAIR, FIRE CHIEF 
SUBJECT: PURCHASE OF ZOLL MONITOR/DEFIBRILLATORS
DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to purchase five (5) Zoll X Series Monitor/Defibrillators for the amount of \$148,631.75 from Zoll Medical Corporation. This is a sole source of equipment.

The Monitor/Defibrillators we are requesting meets our specifications and we feel this is the best option for our department to meet our current and future needs for patient care.

The X Series Monitor is the only monitor with following capabilities: Direct compatibility and integration with Putnam County EMS and Cookeville Regional Medical Center whom both use Zoll Monitors.

This is a budgeted item and we respectfully request your approval. I will be more than glad to explain or answer any other questions you may have.

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve purchasing five (5) Zoll X Series Monitor/Defibrillators (sole source provider) - Fire Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack


The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO
PURCHASE ONE (1) SELF
- CONTAINED BREATHING
APPARATUS (SCBA) COMPRESSOR
UTILIZING THE HGACBUY
COOPERATIVE PURCHASING
PROGRAM - FIRE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**



Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 998 • 46 East Broad Street
Cookeville, TN 38503-0998
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL
FROM: DARYL BLAIR, FIRE CHIEF 
SUBJECT: PURCHASE OF NEW SCBA COMPRESSOR
DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to purchase ONE (1) New SCBA Compressor for the amount of \$48,510.98 from NAFECO utilizing the HGACBUY Cooperative program.

The new compressor we are requesting meets our specifications and we feel this is the best option for our department to meet our current and future needs for the type of equipment requested. This is a budgeted item and we respectfully request your approval.

I will be more than glad to explain or answer any other questions you may have.

Councilman Miller made a motion, seconded by Councilman Womack, to approve purchasing one (1) Self-Contained Breathing Apparatus (SCBA) Compressor utilizing the HGACBuy Cooperative Purchasing Program - Fire Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL OF ONE
YEAR CONTRACT EXTENSION
WITH RETAIL STRATEGIES FOR
RETAIL DEVELOPMENT
MARKETING AND CONSULTING
SERVICES**

RETAIL STRATEGIES CONTRACT RENEWAL

CONSULTING SERVICES:

- Research – Update market analysis, trade area and analysis of current market trends.
- In-Market Real Estate Analysis – Analyze existing shopping centers and retail corridors, reach out to local relators, catalogue priority properties for development or re-development based on highest and best use
- Retail Recruitment – Contact minimum of 30 retailers, restaurants, brokers and developers and represent the City at all ICSC conferences.
- Web Platform – Design and develop a web-based platform to house and maximize exposure of the Cookeville market.
- Updates – Updates posted on 'Basecamp' within 3 days of request for information regarding our market.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve one year contract extension with Retail Strategies for retail development marketing and consulting services as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO
PURCHASE PUMP FOR WATER
TRUCK (SOLE-SOURCE PROVIDER)
- PUBLIC WORKS DEPARTMENT**

RODDERS & JETS SUPPLY CO.
% ACCTS. REC. DEPT.
PO BOX 2577 SUMTER, SC 29151
1-800-293-7012 F 803-773-3666
roddersandjetsco@aol.com

Number: 7720-CC
Date: 7/17/2020

Bill To:
CITY OF COOKEVILLE, TN
% ACCTS. PAY. DEPT.
PO BOX 886
COOKEVILLE, TN, 38503

Ship To:
LAWYNE ALLEN
CITY OF COOKEVILLE, TN
% FLEET / PARTS DEPT.
1115 EAST SPRING ST
COOKEVILLE, TN, 38501

PO Number OPEN	Terms NET 30	FOB FACTORY	Ship Date OPEN	Via TRUCK	Order Date OPEN
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Item #	#QTY	# B/D	Description	#Ship	Unit	State	Qty	Amount
24880F918	1	0	DAS-2000 MYERS HYDROSTATIC DRIVE WATER PUMP (UP TO 85 GPM WITH CORRECT ENGINE RPM'S)	1.00	\$15,890.00			\$15,890.00
			ESTIMATED TRUCK FREIGHT	1.00	\$250.00			\$250.00
			IN STOCK FOR IMMEDIATE DELIVERY (2-4 DAYS)					

SubTotal	\$16,240.00
State Tax 0.00% on \$0.00	\$0.00
City Tax 0.00% on \$0.00	\$0.00
Total	\$16,240.00

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve purchasing pump for water truck (sole-source provider) - Public Works Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER AWARDED BID FOR
STORM SEWER STRUCTURES FOR
THE NORTH CEDAR AVENUE
CITYSCAPE PROJECT - PUBLIC
WORKS DEPARTMENT**

COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020

CITY OF COOKEVILLE
BID TABULATION RECORD
N. CEDAR CITYSCAPE DRAINAGE STRUCTURES

DEPARTMENT: Public Works
BIDS OPENED BY: Blake Mayo
OPENING WITNESSED BY: Greg Brown
DATE OF BID OPENING: JULY 7, 2020
TIME OF BID OPENING: 10:00 AM

BIDDERS	TOTAL BID
FORTLINE WATERWORKS	\$16,190.35
VANHOOSECO PRECAST	\$19,024.00

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM FORTLINE WATERWORKS

BE AWARDED FOR THE FOLLOWING REASON: LOWEST BID MEETING SPECS

Greg Brown
RECOMMENDED: DEPT. DIRECTOR

Brundage
BUDGET AVAILABILITY: FINANCE DIRECTOR

James Miller
APPROVAL: CITY MANAGER

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to award bid for storm sewer structures for the North Cedar Avenue CityScape Project - Public Works Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

CONSIDER APPROVAL TO
PURCHASE THREE (3) PRE-OWNED
VEHICLES - POLICE DEPARTMENT

CID Vehicles

- Request to purchase (3) Pre-owned vehicles
- Purchased from Ford of Cookeville
 - 2017 Ford Fusion - \$15,675.37
 - 2017 Ford Fusion - \$17,649.56
 - 2017 Ford Escape - \$16,675.07
- Total purchase price = \$50,000.00
- Budgeted Item- Drug fund

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve purchasing three (3) pre-owned vehicles - Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

**CONSIDER APPROVAL OF CHANGE
ORDER #1 ON THE 2020 WILLOW
AVENUE CIPP PROJECT - WATER
QUALITY CONTROL DEPARTMENT**

MEMORANDUM

TO: City Manager
City Council

FROM: Ronnie J. Kelly, Director *RJK*

DATE: June 25, 2020

SUBJ: Change Order #1 – Adjustment to bid items and added line repair

John T. Hall Construction is currently under contract for sewer line repair/replacement improvements on the Willow Avenue Cured-in-Place Pipe Project. This project was bid with estimated quantities. After the initial TV work was completed by the contractor and reviewed by our staff, it was determined that additional lines/laterals needed to be repaired. The additional repairs, per bid items, will add \$30,633.18 to the contract.

We also have discovered a section of sewer line that is defective and needs to be replaced. The defect was discovered while trying to locate a connection for the new Hotel, located at the intersection of S. Willow and J-40. The sewer line at this location is 18-feet deep, located in a parking lot, and adjacent to an electric pole. Our crews are not set up to repair a line of this depth. We have negotiated a change order with the Willow Ave. contractor in the amount of \$62,000 to perform the needed repairs.

The total cost of Change Order No. 1 is \$92,633.18. This will increase the contracted amount to \$568,608.18.

It is my recommendation that the City Council authorize the City Manager to sign Change Order No. 1 to the Willow Ave. Cured-in-Place Project.

If you have any questions concerning this matter please feel free to give me a call.

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve Change Order #1 on the 2020 Willow Avenue CIPP Project - Water Quality Control Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER AUTHORIZING THE
CITY MANAGER TO EXECUTE
ARCHITECTURAL/ENGINEERING
CONTRACT AMENDMENT WITH
ADG TO INCLUDE THIRD FLOOR
COMPLETION OF THE POLICE
DEPARTMENT HEADQUARTERS
- POLICE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 16, 2020**

**New Police Headquarters Facility
Contract Amendment**

- Amends original contract signed with Architectural Design Group (ADG) on April 30, 2018
- Provides for Architectural and Engineering Services needed to design the completion of the third floor
- Architecture & Interior Design \$12,400.00
- MEP/FP Engineering \$ 9,500.00 + 10% = \$10,450.00
- Structural Engineering \$ 3,750.00 + 10% = \$4,125.00

- **Total Professional Fee: \$26,975.00**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to authorize the City Manager to execute architectural/engineering contract amendment with ADG to include third floor completion of the Police Department Headquarters - Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:

No comments.

MAYOR'S COMMENTS:

No comments.

There being no further business, Mayor Shelton declared the meeting adjourned at 5:48 p.m.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

6A

TIME: 2:00 PM CST

DATE OF BID OPENING: 7-29-2020

BIDS OPENED BY: Glenn Greenwood

BIDS WITNESSED BY: Sara Kruszka

DEPARTMENT: Electric

[illegible]

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM

BE AWARDED FOR THE FOLLOWING REASON: low evaluated bid meeting specs.


RECOMMENDED: DEPT. HEAD


APPROVAL: CITY MANAGER

APPROVAL: CITY MANAGER

TIME: 2:00 PM CST

DATE OF BID OPENING:	7-22-2020
BIDS OPENED BY:	Glenn Greenwood
BIDS WITNESSED BY:	Sara Kruszka
DEPARTMENT:	Electric

[illegible]

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM

BE AWARDED FOR THE FOLLOWING REASON: low evaluated bid meeting specs.

C. J. [Signature]
RECOMMENDED: DEPT. HEAD


APPROVAL: CITY MANAGER

7A

Proposed Up to \$19 Million General Obligation Bonds

Bond Counsel

- Law Firm – Waller Lansden Dortch and Davis, LLP
 - Bond Counsel on the city's last 5 bond issues
- Provide “Bond Opinion” regarding validity and binding effect of the bonds, including source of payment and security of the bonds and the excludability of interest on the bonds from gross income for federal and Tennessee income tax purposes
- Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds,
- Coordinate the authorization and execution of such documents, and review enabling legislation,
- Review legal issues relating to the structure of the Bond issues.
- \$28,000 fee paid from proceeds of bond issues

7B

Proposed up to \$19 Million General Obligation Bonds

Financial Advisor

- Cumberland Securities Company, Inc. to act as financial advisor on the bond issue
- Prepare and publish official notices relating to the bonds and advertise the sale of the bonds in accordance with state law and city debt policy
- Coordinate, prepare and deliver all documents required for the issuance of the bonds
- Coordinate and supervise the bid process
- Evaluate the bids to determine the most favorable bid to the City
- Financial advisor fees and all bond issue cost will be paid from bond proceeds
 - \$57,000 financial advisor (not to exceed fee)
 - \$ 2,000 preparing publishing official notice of sale
 - \$ 9,000 preparation and distribution of preliminary and final official statements
 - \$ 9,000 miscellaneous expenses, travel, paying agent fees etc.
 - \$ 1,400 trustee fees
- \$35,000 Moody's credit rating agency

7C

City of Cookeville

General Obligation Bonds

- Final approval authorizing the issuance of up to \$19,000,000 in general obligation bonds in one or more series.
- Resolution provides details and various provisions of the bonds
 - Definitions
 - Authorizes Mayor to execute all documents related to bond sale
 - Sets forth Maturity and Redemption Dates
 - Other provisions required for compliance with regulations and laws.

RESOLUTION

**RESOLUTION AUTHORIZING THE
EXECUTION, TERMS, ISSUANCE, SALE
AND PAYMENT OF NOT TO EXCEED
\$19,000,000 GENERAL OBLIGATION
BONDS, IN ONE OR MORE SERIES, OF
THE CITY OF COOKEVILLE, TENNESSEE,
AND PROVIDING THE DETAILS THEREOF**

**RESOLUTION NUMBER: R20-08-15
REQUESTED BY: BRENDA IMEL
PREPARED BY: BOND COUNSEL
APPROVED-FORM/CORRECTNESS:**

(City Attorney)

**ADOPTED: _____
MINUTE BOOK _____, PAGE _____**

WHEREAS, pursuant to Sections 9-21-101 et seq., municipalities are authorized through their respective governing bodies to issue and sell bonds to finance public works projects;

WHEREAS, the City Council ("City Council") of the City of Cookeville, Putnam County, Tennessee (the "City") hereby determines that it is necessary and advisable to issue not to exceed \$19,000,000 in aggregate principal amount of general obligation bonds for: (i) the acquisition of land, site preparation, the acquisition, construction and equipping of public buildings and facilities, including a facility to serve as a police headquarters for the City, (ii) the acquisition of land, site preparation and construction, rehabilitation or maintenance of roads, streets, bridges, sidewalks, greenways, parks and other miscellaneous projects, (iii) construction, improvements and/or renovations to public buildings and facilities, (iv) the acquisition of public works and public safety equipment, including but not limited to fire trucks, (v) the payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (vi) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (vii) payment of cost incident to the bonds authorized herein, and that the design, renovation and construction of these facilities will protect the health and safety of the citizens of the City;

WHEREAS, on July 16, 2020, the City Council adopted an Initial Resolution proposing the issuance of not to exceed \$19,000,000 in aggregate principal amount of General Obligation Bonds in one or more series, the proceeds of which shall be used for the financing of the cost of the improvements hereinabove set forth;

WHEREAS, no bonds authorized herein shall be issued if, during the twenty day period following the date of publication of the initial resolution, legally sufficient petitions shall be filed by at least 10% of the registered voters in the City protesting the issuance of such bonds;

WHEREAS, it is necessary to authorize an official statement in connection with the issuance of the bonds contemplated hereby; and

WHEREAS, the City Council finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$19,000,000 General Obligation Bonds, in one or more series (the "Bonds").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the City" means the then Mayor, the then City Manager, the then Finance Director, the then City Clerk, or the then Vice Mayor of the City, authorized by resolution or by law to act on behalf of and bind the City.

"City Council" means the City Council of the City.

"City Manager" means the duly appointed, qualified and acting City Manager of the City.

"Bond" means individually, or "Bonds" means collectively, the General Obligation Bonds, in one or more series, of the City, authorized by this Resolution of the City Council.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

"City Attorney" means the duly appointed City Attorney of the City, or his or her successors.

"City Clerk" means the duly appointed, qualified and acting City Clerk of the City, or his or her successors.

"Closing Date" means the date of delivery and payment of the Bonds of any series.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Bonds.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of any series of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Debt Service Fund" means the fund maintained by the City and funded with respect to the any series of Bonds pursuant to Section 21 hereof.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

"Finance Director" means the duly appointed, qualified and acting Finance Director of the City.

"Governing Body" means the City Council of the City.

"Government Obligations" means any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of Federal agencies to the extent unconditionally guaranteed by the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Mayor" means the duly elected, qualified, and acting Mayor of the City, or his or her successors.

"Municipal Advisor" means Cumberland Securities, Inc. and its successors and assigns.

"Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date, all Bonds issued and delivered under this Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the City at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the City for the benefit of the Owner thereof; (3) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the City is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (4) any Bond deemed paid under the provisions of this Resolution, except that any such Bond shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

"Owner", "Bondholder", or any similar term, when used with reference to the Bonds, means any Person who shall be the registered owner of any then Outstanding Bond or Bonds.

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Projects" means (i) the acquisition of land, site preparation, the acquisition, construction and equipping of public buildings and facilities, including a facility to serve as a police headquarters for the City, (ii) the acquisition of land, site preparation and construction, rehabilitation or maintenance of roads, streets, bridges, sidewalks, greenways, parks and other miscellaneous projects, (iii) construction, improvements and/or renovations to public buildings and facilities, (iv) the acquisition of public works and public safety equipment, including but not limited to fire trucks, and (v) the payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing.

"City Clerk" means the duly appointed, qualified, and acting City Clerk of the City, or his or her successors.

"Registration Agent" means the registration and paying agent for the Bonds appointed by the Mayor pursuant to Section 4 hereof or its successor or successors hereafter appointed in the manner provided in this Resolution.

"Resolution" means this Resolution, as supplemented and amended.

"State" means the State of Tennessee.

"Vice Mayor" means the duly appointed, qualified, and acting Vice Mayor of the City, or his or her successors.

Section 3. Authorization. There is hereby authorized to be issued general obligation bonds of the City in the aggregate principal amount of not to exceed \$19,000,000, or such lesser aggregate amount as may be determined by the Authorized Representatives of the City executing the Bonds, the proceeds of the sale thereof to be used for the purpose of providing funds:

- (a) to fund the Project Fund as provided in Section 21 hereof; and
- (b) to pay costs incident to the issuance and sale of the Bonds.

No Bonds may be issued under the provisions of this Resolution except in accordance herewith.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons, in denominations of \$5,000, or any integral multiple thereof. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are

prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the City. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk, and with the official seal, or a facsimile thereof, of the City impressed or imprinted thereon. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bonds.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the City to sign such Bond, although on the date of the adoption by the City of this Resolution, such individuals may not have been such officers.

(d) The Mayor is hereby authorized and directed to appoint the Registration Agent for each series of Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to such Bonds, to authenticate and deliver such Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of such Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to such Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 5. Maturities, Interest Rates, Payment, and Certain Other Provisions of the Bonds. (a) The Bonds shall be designated "General Obligation Bonds, Series 2020 or Series 2021," or otherwise with such series designation as the Mayor shall determine is appropriate to delineate the year in which such Bonds of the series in question is issued or otherwise as may be useful to distinguish one series of Bonds from the next. Subject to adjustment as hereinafter provided, each series of Bonds shall be dated as of date of delivery, or such other date as the Mayor of the City shall determine; each series of Bonds shall be sold at not less than ninety-

eight percent (98%) of par value thereof plus accrued interest, if any, to the delivery date thereof and may be sold at a premium of not more than 125% of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the City when series of Bonds are sold, but not exceeding five percent (5.00%) per annum, such interest being payable semi-annually on the first day of June and December of each year, commencing no earlier than December 1, 2020; and shall mature on the first day of June in the years 2021 (or first day of June following the Closing Date for each series of Bonds, if later) through 2035, inclusive, in such amounts each year as set forth in the award certificate, to be determined at the time of the sale of each series of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal of, the premium, if any, and all installments of interest on, any series of Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond.

(b) Interest on the Bonds shall be payable by check or other form of draft of the Registration Agent, deposited by the Registration Agent in the United States mail, first class postage prepaid, in sealed envelopes addressed to the Owners of such Bonds, as of the applicable Interest Payment Date at their respective addresses as shown on the registration books of the City maintained by the Registration Agent as of the close of business on the fifteenth (15th) calendar day of the month next preceding the applicable Interest Payment Date (the "Regular Record Date"). The principal or redemption price, if any, of all Bonds shall be payable upon presentation and surrender of such Bonds at the principal corporate trust office of the Registration Agent. All payments of the principal of, premium, if any, and interest on, the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) Any interest on any Bond which is payable but is not punctually paid or duly provided for on any Interest Payment Date on which interest is due (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the Owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by check or other form of draft of the Registration Agent to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be

held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the Owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner at the address thereof as it appears in the registration books of the City maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any Owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

Section 6. Redemption.

(a) Subject to the adjustments permitted pursuant to Section 20 hereof, the Bonds maturing on or before June 1, 2029, shall mature without option of prior redemption. Bonds maturing June 1, 2030 and thereafter are subject to optional redemption on June 1, 2029, in whole or in part, or at any time thereafter, at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds of a particular series shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of such Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds of a particular series are being held under a Book-Entry System by DTC, or a successor Depository, such Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if Bonds of a particular series are not being held under a Book-Entry System by DTC, or a successor Depository, such Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(b) Pursuant to Section 20 hereof, the Mayor is authorized to sell the Bonds of a particular series, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements as determined by the Mayor. In the event any or all of such Bonds are sold as Term Bonds, the City shall redeem Term Bonds on redemption dates corresponding to the maturity dates designated by the Mayor, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 20 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 20 hereof, at a price of par plus accrued

interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (a) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the City may (i) deliver to the Registration Agent for cancellation Term Bonds of the particular series to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for such Term Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Bond of the particular series so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Bonds of the particular series to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(c) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent for the series in question on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice of any optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent for the series in question no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the applicable Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the applicable Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent for the series in question shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the applicable Registration Agent). From and after the redemption date, all

Bonds called for redemption shall cease to bear interest if funds are available at the office of the applicable Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent of the particular series in question shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

Section 7. Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 8. Registration Books and Bond Registrar. (a) The City authorizes the Registration Agent for the particular series of Bonds for which it serves as Registration Agent so long as any of such Bonds shall remain Outstanding, to maintain at the principal corporate trust office of the Registration Agent, books for the registration and transfer of such Bonds on behalf of the City. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any such Bond entitled to registration or transfer and to authenticate and deliver such Bonds either at original issuance, upon transfer, or as otherwise directed by the City. The Registration Agent is authorized to make all payments of principal, interest, and redemption premium, if any, with respect to such Bonds.

(b) The Registration Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by a written instrument of acceptance executed and delivered to the City Clerk prior to or on the Closing Date for the particular series of Bonds.

Section 9. Exchange of Bonds. Upon surrender of the Bonds of the particular series for which it serves as Registration Agent at its principal corporate trust office, together with an assignment of such Bonds duly executed by the Owner thereof, or his, her, or its attorney or legal representative, such Bonds may be exchanged for an equal aggregate principal amount of Bonds of such series of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Bonds surrendered for exchange.

Section 10. Transfer of Bonds. (a) Each Bond shall be transferable only on the registration books maintained by the Registration Agent for the particular series of Bonds for which it serves as Registration Agent at the principal corporate trust office of the Registration Agent, upon the surrender for cancellation thereof at the principal corporate trust office of the Registration Agent, together with an assignment of such Bond duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Registration Agent shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or

transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The City and the Registration Agent for the particular series of Bonds may deem and treat the Person in whose name any Bond for which it serves as Registration Agent shall be registered upon the registration books maintained by such Registration Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the City or the Registration Agent upon such Bond to the extent of the sum or sums so paid. Neither the City nor the Registration Agent shall be affected by any notice to the contrary.

Section 11. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute, and the Registration Agent for the particular series of Bonds shall deliver, Bonds in accordance with the provisions of this Resolution. For every exchange or transfer of such Bonds, whether temporary or definitive, the City and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

(b) Neither the City nor the Registration Agent of a particular series of Bonds shall be obligated to exchange or transfer any Bond for which it serves as Registration Agent during the fifteen (15) calendar days next preceding an Interest Payment Date.

Section 12. Book Entry Provision.

(a) Except as otherwise provided in this resolution, the Bonds of each series shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity for each series shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be

accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds of each series, so long as DTC is the only owner of the Bonds of such series, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to such Bonds from the City and the Registration Agent for such series to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for any series of Bonds, (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, or (3) the purchaser(s) certifies that it intends to hold the Bonds of the particular series for its own account and has no present intent to reoffer the Bonds, then the City shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver such Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE CITY, THE MUNICIPAL ADVISOR AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(b) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to

the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

Section 13. Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond of a particular series is mutilated, lost, stolen, or destroyed, the City may execute, and upon the request of an Authorized Representative of the City the Registration Agent shall deliver, a new Bond of such series of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the City and the Registration Agent for the series of Bonds in question: (1) such security or indemnity as may be required by an Authorized Representative of the City to save the City and the Registration Agent harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, an Authorized Representative of the City and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the City and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, an Authorized Representative of the City may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the City and the Registration Agent for the series of Bonds in question in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the City and the Registration Agent for the series of Bonds in question such security or indemnity as an Authorized Representative of the City and the Registration Agent may require to save the City and such Registration Agent harmless and evidence to the satisfaction of an Authorized Representative of the City and such Registration Agent, of the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the City (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under such Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 14. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Registration Agent for the series of Bonds in question, shall be entitled to the rights, benefits and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent for the series of Bonds in question. Such executed certificate of authentication by the Registration Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution as of the date of authentication. The certificate of authentication of the Registration Agent on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registration Agent for the series of Bonds in question, but it shall not be necessary that the same officer sign and date the certificate of authentication on all Bonds that may be issued hereunder.

Section 15. Permitted Acts and Functions of Registration Agent. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent.

Section 16. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent for the series of Bonds in question may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the City Clerk; provided, however, until a successor Registration Agent is appointed the Registration Agent for the series of Bonds in question shall continue to carry out the duties and obligations of the Registration Agent created by this Resolution. The Registration Agent for the series of Bonds in question may be removed at any time by resolution of the City filed with such Registration Agent. Any successor Registration Agent shall be appointed by resolution of the City, shall be a trust company or a bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Thirty Million Dollars (\$30,000,000), and be willing and able to accept the office of Registration Agent for the series of Bonds in question on reasonable and customary terms, and shall be authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent for the series of Bonds in question shall pay over, assign and deliver any monies held by it as Registration Agent for the series of Bonds in question, and all registration books and records held by it to its successor, or if there be no successor then appointed, to the City Clerk until such successor be appointed.

Section 17. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent for the series of Bonds in question may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent for the series of Bonds in question hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

Section 18. Source of Payment and Security. The Bonds, including the principal thereof, the premium, if any, and the interest thereon, shall be payable from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the City without limitation as to time, rate, or amount. Said Bonds shall be a direct general obligation of the City, for which the punctual payment of the principal of, premium, if any, and interest on the Bonds the full faith and credit of the City is hereby irrevocably pledged.

Section 19. Levy of Taxes. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Bonds, there shall be levied in each year in which such Bonds shall be outstanding a direct tax on all taxable property in the City, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said City, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The City Council of the City is required by law and shall and does hereby pledge to levy such tax. Principal, premium, if any, and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the City, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a special fund with other funds available for such purpose, and used solely for the payment of principal and interest on the Bonds as the same shall become due. Such tax may be reduced or eliminated to the extent that other legally available funds are used to pay principal and interest on the Bonds.

Section 20. Sale of Bonds.

(a) Under and pursuant to the provisions of the Act and this Resolution, the execution, issuance, sale, and delivery of the Bonds in one or more emissions at a public sale, in consideration of payment therefor, at a price not less than 98% (which includes any original issue discount) of the aggregate principal amount of the Bonds, in accordance with the provisions of the Resolution is approved. The City Council directs the Mayor or its Municipal Advisor to cause any and all notices of the proposed public sale of the Bonds to be given in accordance with the new issue price regulations and other applicable law.

(b) The Mayor is authorized, in consultation with Cumberland Securities Company, Inc., the City's Municipal Advisor, and in consultation with the City's City Manager and Finance Director, to sell the Bonds by physical delivery of bids or by electronic bidding means of an Internet bidding service as shall be determined by the Mayor and to:

- (1) to establish the dated date of the Bonds, or any emission thereof;
- (2) to change the first interest payment due on the Bonds or any emission thereof to a date other than December 1, 2020;
- (3) to facilitate the sale of the Bonds in a manner that is in the best interest of the City, to modify, reduce or eliminate the Projects being financed with the proceeds from the sale of the Bonds, and to adjust the total amount authorized to be issued herein so long as the total amount of the Bonds does not exceed \$19,000,000;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, (B) the first maturity date of the Bonds or any emission thereof is a date not earlier than June 1, 2021, and (C) with respect to the balance of the proceeds, if any, the final maturity date of any emission shall not be later than June 1, 2035;
- (5) to change the City's optional redemption provisions of the Bonds, provided that the premium amount to be paid on the Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof;
- (6) to sell the Bonds, or any emission thereof, or any maturities thereof as Term Bonds with mandatory sinking fund requirements as determined by the Mayor, as he shall deem most advantageous to the City; and
- (7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the City and to enter into agreements with such insurance company with respect to any emission of Bonds to the extent not inconsistent with this resolution.

(c) The Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any emission thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be

advantageous to the City and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds, Series 2020" or "General Obligation Bonds, Series 2021" provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this Resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor is authorized to award the Bonds, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the City. The award of the Bonds of any emission by the Mayor to the lowest bidder shall be binding on the City with respect to such emission, and no further action of the Governing Body with respect thereto shall be required.

(e) The Mayor or the Finance Director, or either one of them, is hereby authorized to cause to be prepared and distributed a Preliminary Official Statement in connection with the sale of the Bonds, or any emission, in such form and containing such information as the Mayor or the Finance Director, or either one of them, shall determine appropriate and consistent with the terms of this Resolution and to deem the Preliminary Official Statement final for the purpose of Securities and Exchange Commission Rule 15c(2)(12).

(f) The City Council hereby authorizes an Official Statement of the City substantially in the form of the Preliminary Official Statement relating to the Bonds, with such modifications thereto as the Mayor shall approve. After bids have been received and the Bonds of any emission have been awarded, the Mayor or the Finance Director, or either one of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement. The Mayor is hereby authorized and directed to execute copies of said Official Statement and to deliver a reasonable number of copies of said Official Statement to the successful bidder, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell any emission of Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City Council hereby consents to the lawful use of said Official Statement and the information contained therein in connection with the sale of any emission of Bonds.

The Authorized Representatives of the City are hereby authorized, empowered, and directed, from and after the execution and delivery of the certificate of award to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said certificate of award, as executed and delivered.

No Bonds shall be issued hereunder until twenty (20) days have elapsed following publication in a newspaper of general circulation in the City of the Initial Resolution, during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the City Clerk.

(g) The Mayor and City Clerk, or either of them, are authorized to enter into a contract with Cumberland Securities Company, Inc. as Municipal Advisor for financial advisory services in connection with the sale of the Bonds. Any action heretofore taken in connection therewith is hereby ratified and confirmed.

(h) The Mayor is hereby authorized to engage Waller Lansden Dortch & Davis, LLP as Bond Counsel for the Bonds and to enter into an engagement letter with respect to the legal services to be provided by such firm in substantially the form of the letter agreement attached hereto as Exhibit B. Any modification or amendment thereto shall be as determined by the Mayor and his execution thereof shall constitute conclusive proof of his approval and no further act or deed of the Governing Body shall be required.

Section 21. Disposition of Bond Proceeds and Other Funds. The proceeds of the sale of the Bonds and certain other funds shall be used and applied as follows:

(a) All accrued interest, if any, shall be deposited to the Debt Service Fund, if any such fund is maintained by the City, and used to pay interest on the applicable series of Bonds on the first Interest Payment Date following delivery of such series.

(b) The balance of the proceeds from the sale of each series of Bonds shall be deposited to a segregated fund to be known as the "Project Fund" with appropriate series designation for each emission of Bonds. Moneys in each Project Fund shall be used solely to pay cost of the Projects, reimburse the City for amounts previously spent to pay said costs and pay cost of issuance of the Bonds for the series in question, including legal, accounting and fiscal expenses, printing, advertising and similar expenses, administrative and clerical costs, applicable Registration Agent fees and other necessary miscellaneous expenses incurred in the issuance of the Bonds of the applicable series and construction and acquisition of the Projects. Money in such Project Funds shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Project Fund. Moneys in the Project Fund shall be invested as directed by an authorized representative of the City in such investments as shall be permitted by Tennessee law. All income derived from such investments shall be retained in the Project Fund of the series in question. Any funds remaining in the Project Fund of the applicable series after completion of the Projects funded by such series and payment of authorized expenses shall be used to pay interest on the Bonds of the applicable series and redeem such Bonds on their earliest redemption date.

Section 22. Bank Qualification. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code to the extent such Bonds may be designated as such.

Section 23. Non-Arbitrage Certification. The City certifies and covenants with the Owners of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other

source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The City reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The City covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the City represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owners of the Bonds for purposes of federal income taxation.

Section 24. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out, all of the provisions of each Continuing Disclosure Certificate executed in connection with any emission of Bonds. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 25. Defeasance of Bonds. (a) If the City shall pay or cause to be paid to the Owners of all Outstanding Bonds of any emission the principal thereof and the interest thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the full faith and credit of the City and the unlimited taxing power of the City, or any and all other rights granted or created under this Resolution for the benefit of the Owner of such Bonds so paid, shall be released, discharged, and satisfied. In such event, the Registration Agent for the series of Bonds in question shall pay or deliver to the City Clerk all monies or securities held by the Registration Agent pursuant to this Resolution which are not required for the payment or redemption of such Bonds not theretofore surrendered for such payment or redemption. If the City shall not pay or cause to be paid, at the same time, all Bonds then Outstanding, then the Registration Agent shall not, except as may herein be otherwise expressly provided, return those monies and securities which are held under this Resolution for the benefit of the Owners of the Bonds then Outstanding not so paid or caused to be paid.

(b) Any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of, and with the effect expressed in,

subsection (a) of this Section if: (1) there shall have been set aside by the City for the benefit of the Owner of such Outstanding Bond sufficient monies or Government Obligations, or a combination of both monies and Government Obligations, determined in accordance with subsection (c) of this Section, to pay the principal of, or redemption price of, the Bond when due, and all interest accruing on such Bond until the payment of such principal or redemption price; (2) provision shall have been made for the payment of all fees and expenses of the Registration Agent with respect to the Bonds; and, (3) all other payments required to be made under this Resolution with respect to the Bonds shall have been made or satisfactory provision made therefor.

(c) For purposes of subsection (b) of this Section, sufficient monies shall be deemed to have been set aside by the City to pay the principal of an Outstanding Bond when due, or to redeem such Outstanding Bond at the earliest possible redemption date thereof, and to pay, when due, all interest accruing on such Bond until the payment of such principal or redemption price, as applicable, only if there shall be on deposit with the City or its designee, for the benefit of the Owner of such Bond, and available for such purposes, an amount of cash and/or aggregate principal amount of Government Obligations, maturing or redeemable at the option of the holder thereof not later than the date or dates the proceeds of such Government Obligations are required for the principal, premium, if any, and interest payments hereinafter mentioned in this sentence, which, together with the income earned on such Government Obligations until the maturity date or the earliest possible redemption date, as applicable, of such Bond, shall be sufficient to pay, when and as due, the principal of, and the premium, if any, and interest on, such Bond prior to and on such maturity date or such earliest possible redemption date, as applicable.

(d) Upon the defeasance of any Outstanding Bond in accordance with this Section, the City or its designee, as applicable, shall hold in trust, for the benefit of the Owner of such Bond all such cash or Government Obligations or combination of both cash and Government Obligations, and except as herein provided shall make no other or different investment of such cash or Government Obligations, or combination of both cash and Government Obligations, provided, subject to the provisions of this Section, that amount in excess of those necessary to pay such Outstanding Bonds may be applied at the discretion of the City.

(e) Anything herein contained to the contrary notwithstanding, no defeasance of the Bonds, or any thereof, shall be made unless, in the opinion of Bond Counsel, such defeasance would not cause the Bonds, or any thereof, to be "arbitrage bonds," or an "arbitrage bond," as applicable, within the meaning of applicable provisions of the Code or render the interest on the Bonds, or any thereof, subject to inclusion in the gross income of the Owners thereof for federal income tax purposes.

Section 26. Amendments. After the issuance of the Bonds or any emission, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Bondholders for the series of Bonds in question shall be made in any

manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owners of all then Outstanding Bonds has been obtained; provided, however, that the City is hereby authorized to make such amendments to this Resolution as will not impair the rights of Bondholders and the City is authorized to cause the Bonds to be insured with the insurance company being afforded rights to consent to amendments to this Resolution in lieu of Bondholders to the extent provided in any insurance policy approved by the City. The laws of the State of Tennessee shall govern this Resolution.

Section 27. Failure to Present Bonds. (a) In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the City to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the official of the City designated by law as the custodian of such funds, any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the City.

Section 28. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 29. No Action to be Taken Affecting Validity of the Bonds. The City Council hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owners from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the owners thereof for purposes of federal income taxation.

Section 30. Miscellaneous Acts. The Mayor, the City Clerk, the Vice Mayor, the City Attorney, and all other appropriate officials of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all

such documents, instruments, and certifications, specifically including but not limited to arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 31. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the City contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the City or against any official or individual executing the Bonds.

Section 32. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 33. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or enforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 34. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the City requiring it.

[Remainder of the page is intentionally left blank.]

Adopted and approved this 6th day of August, 2020.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

EXHIBIT "A"

(Form of Face of Bond)

REGISTERED

REGISTERED

Number _____

\$ _____

CITY OF COOKEVILLE, TENNESSEE
GENERAL OBLIGATION BONDS, SERIES [2020 or 2021]

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

[_____, 20]

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of Cookeville, Tennessee, (the "City"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2020], and semi-annually thereafter on the first day of December and June in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the

date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds for the series of Bonds in question shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the City nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the City nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing June 1, ____ through June 1, ____ shall mature without option of prior redemption. Bonds maturing June 1, 20__ and

thereafter shall be subject to redemption on June 1, 20__, at the option of the City, in whole or in part, or at any time thereafter, at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the City Council of the City in its discretion. If less than all the Bonds within a single maturity shall be called for redemption, interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine, or

(ii) If the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the City shall redeem Bonds maturing _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

Maturity Date	Redemption Date	Principal Amount of Bonds to be Redeemed
		\$ _____

	*	_____

		\$ _____

	*	_____

*final maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing _____ and _____, which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation

under this mandatory redemption provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice of any optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent of the particular series in question shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary

whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the City for the purpose of providing funds to pay the cost of (i) the acquisition of land, site preparation, the acquisition, construction and equipping of public buildings and facilities, including a facility to serve as a police headquarters for the City, (ii) the acquisition of land, site preparation and construction, rehabilitation or maintenance of roads, streets, bridges, sidewalks, greenways, parks and other miscellaneous projects, (iii) construction, improvements and/or renovations to public buildings and facilities, (iv) the acquisition of public works and public safety equipment, including but not limited to fire trucks, (v) the payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (vi) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (vii) payment of cost incident to the bonds authorized herein, of which this Bond is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the City on the 6th day of August, 2020 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the City are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor with his manual [or facsimile] signature and attested by its City Clerk with his manual [or facsimile] signature under an impression [or facsimile] of the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF COOKEVILLE, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Clerk
Transferable and payable at the

principal corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of The City of Cookeville, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

EXHIBIT B



Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

Alexander B. Buchanan
615.850.8628 direct
alex.buchanan@wallerlaw.com

July 20, 2020

The City of Cookeville
Attention: Honorable Ricky Shelton
45 East Broad Street
Cookeville, TN 38501

Re: Proposed Issuance of up to \$10,000,000 General Obligation Bonds, Series 2020
and up to \$9,000,000 General Obligation Bonds, Series 2021 of the City of
Cookeville (collectively, the "Bonds")

Dear Mayor Shelton:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Cookeville (the "Issuer") in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are proposed to be issued as general obligation bonds for the purpose of financing (i) the acquisition, construction and equipping of buildings and facilities, including a facility to serve as a police headquarters for the Issuer, (ii) the acquisition of land, site preparation and construction of facilities of roads, streets, bridges, sidewalks, greenways and other miscellaneous projects, (iii) improvements, renovations and/or additions to public facilities, (iv) the acquisition of public works and public safety equipment, including, but not limited to, fire trucks, and (v) reimbursement to the appropriate fund of the Issuer for prior expenditures for the foregoing cost. We further understand that the Series 2020 Bonds are anticipated to be sold at a public sale during the month of August, 2020, or shortly thereafter and that the Series 2021 Bonds will be sold sometime in 2021.

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") for each Series of the Bonds regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Tennessee income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings.

- (4) Review legal issues relating to the structure of the Bond issues.
- (5) Review those sections of the official statement or other form of offering or disclosure document, if any, to be disseminated in connection with the sale of the Bonds involving the description of each Series of Bonds. We understand that Cumberland Securities will act as financial adviser to the Issuer and will be primarily responsible for the preparation of any official statement.
- (6) Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (7) Prepare and review the notice of sale pertaining to the competitive sale of each Series of Bonds.
- (8) Draft the continuing disclosure undertakings of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date each Series of Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinions will be based on facts and law existing as of its date. In rendering our Bond Opinions, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Except as described in paragraph (5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to either Series of the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investment surveys with respect to either Series of the Bonds.

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City of Cookeville

July 20, 2020

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- (d) Drafting state constitutional or legislative amendments.
- (e) Negotiating any new swap or other derivative product to be entered into in connection with the issuance of either Series of the Bonds.
- (f) Making an investigation or expressing any view as to the creditworthiness of the Issuer or either Series of the Bonds.
- (g) Except as described in paragraph (8) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to either Series of the Bonds or, after each Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After each Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- (j) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Our engagement is limited to the matters addressed above and will terminate upon completion of the issuance of the Bonds and delivery of our opinion referred to above. For such services, we would propose being paid a total of \$28,000, payable \$17,000 upon completion of the closing of the sale of the Series 2020 Bonds and the balance upon the closing of the sale of the Series 2021 Bonds. If for whatever reason the Issuer does not complete the sale of the Series 2021 Bonds by the end of calendar year 2021 or does not wish to continue to engage this firm as its Bond Counsel, the Issuer will not be obligated to pay any amount above the initial \$17,000 payable in connection with the issuance of the Series 2020 Bonds. If the terms of the engagement are satisfactory to you, we would appreciate your signing a copy of this letter and

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City of Cookeville

July 20, 2020

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returning the same to me. I look forward to working with you on the proposed transaction. Please let me know if there are any questions.

Very truly yours,



Alexander B. Buchanan

Accepted and agreed to this
_____ day of _____, 2020.

THE CITY OF COOKEVILLE

By: _____

cc: Brenda Imel

STATE OF TENNESSEE
COUNTY OF PUTNAM

I, Darian Coons, hereby certify that I am the duly qualified and acting City Clerk of the City of Cookeville, Tennessee (the "City"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "City Council") of said City held on August 6, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization, issuance, and sale of not to exceed \$19,000,000 General Obligation Bond, of said City; (4) that the actions by said City Council, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said City this ____ day of _____, 2020.

CITY CLERK

7D

LEASE AGREEMENT

WHEREAS, the City of Cookeville is desirous of leasing property from the Cookeville First Baptist Church for the purpose of providing public access to Walnut Park.

WHEREAS, the property to be leased is specifically located in Cookeville, Tennessee and is a parcel of land identified as a portion of Tax Map 53K, Group A, Parcel 29.00 and is depicted on the attached Exhibit A.

WHEREAS, the Cookeville First Baptist Church is willing to lease said property owned by the Cookeville First Baptist Church for the purpose of providing public access to Walnut Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration and subject to the approval of the Cookeville City Council and the Cookeville First Baptist Church, it is agreed:

1. City of Cookeville accepts the condition of the property AS IS for the purpose of providing public access to Walnut Park.
2. The City of Cookeville shall cause to be constructed a hard surfaced path from the southeast corner of the existing parking lot located on the property identified as Tax Map 53K, Group A, Parcel 29.00 to Walnut Park and made a part of this lease agreement.
3. The lease term shall run for a period of Fifteen (15) years commencing with the date this agreement is last signed by the parties. Subject to the terms of this agreement or as may be subsequently amended. The lease term may be extended for an additional Ten (10) years or other period of time as may be agreed by both parties.
4. It is mutually agreed and understood that the City of Cookeville shall during the entire lease term maintain the public access to Walnut Park in good repair and condition.

5. It is mutually agreed and understood that at the expiration of the lease, the usage rights as a public access to Walnut Park shall terminate and any improvement made or installed on the property during the lease term shall revert to the Cookeville First Baptist Church and the City of Cookeville shall have no further obligation for the maintenance and repair of any improvements made or installed on the property.
6. It is further mutually agreed, understood, and declared that the City of Cookeville shall provide general liability insurance consistent with the Tennessee Governmental Tort Liability Act ("TGTLA") for the property contemplated under this agreement. Nothing in this agreement will impose liability beyond that provided by the TGTLA, constitute any contractual duty to exceed the liability limits and immunities of the TGTLA, and the City of Cookeville does not waive any of its rights or immunities as provided by the TGTLA, each of which is expressly preserved. Any dispute arising from or relating to this agreement will be subject to the exclusive jurisdiction of the Chancery Court for Putnam County, Tennessee. If litigation is pursued, the City of Cookeville and the First Baptist Church agree to bear their own costs and fees.
7. In consideration of leasing this property and constructing and maintaining public access to Walnut Park the City of Cookeville shall pay One Dollar (\$1.00) annually on the lease anniversary date to the Cookeville First Baptist Church.

In witness whereof the parties have set their hands.

Signed this _____ day of _____,
2020.

LESSEE:

CITY OF COOKEVILLE

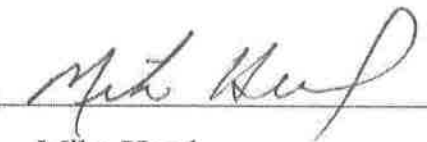
By: _____

James Mills

City Manager


LESSOR:

COOKEVILLE FIRST BAPTIST CHURCH

By: 

Mike Head

Executive Pastor

By: 

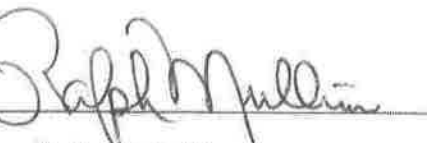
Robert Fuller

Trustee

By: 

Bronn Rayne

Trustee

By: 

Ralph Mullins

Trustee



7E

The following services will be offered at the Wellness Screening:

• Height and weight	No cost
• Pulse	No cost
• Blood Pressure	No cost
• BMI	No cost
• Oxygen Saturation	No cost
• Complete Chemistry Profile	\$15.00
• Lipid Panel	\$15.00
• Prostate Specific Antigen (PSA) Males age 55-69	\$15.00
• Flu Vaccine	\$25.00
• Digital 3D Mammograms	\$200.00

- The services will be provided as a health screening and are not to be considered diagnostic.

Additional services that may be offered at the Wellness Screening event at the employee's/spouse's expense are:

•	Complete Blood Count	\$10.00
•	Bone Density Screening	\$10.00
•	Pulmonary Function Screening	\$20.00
•	Blood Type & Rh factor	\$15.00
•	Thyroid Panel	\$40.00
•	Vitamin D Level	\$50.00
•	Testosterone Level	\$45.00
•	Hemoglobin A1c (this test is for diagnosed diabetics)	\$15.00
•	B-12 Level	\$25.00
•	Folic Acid	\$25.00
•	Vascular Screenings	
•	Stroke/Carotid Artery Screening	\$45.00
•	Abdominal Aneurysm Screening	\$75.00
•	Peripheral Arterial Disease Screening	\$35.00
•	Complete Vascular Package (includes all 3 screenings)	\$145.00
•	Shingles Vaccination (Shingrix 2 dose series)	\$180.00/dose
•	Low Dose Lung CT Cancer Screening (Must meet criteria)	\$99.00
•	Pevnar	\$190.00
•	Pneumovax	\$100.00
•	CT Calcium Score Screening	\$99.00

7F

New Police Headquarters Facility

- Change Order #2 amends contract signed with GC July 10, 2020
- Cost of construction and allowances for the third floor completion
 - \$535,935.25
- New projected completion – January 7, 2022

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Cookeville Police Department
1019 Neal Street
Cookeville, TN 38501

CONTRACT INFORMATION:
Contract For: General Construction
Date: August 16, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: July 28, 2020

OWNER: *(Name and address)*
City of Cookeville
45 East Broad Street
Cookeville, TN 38501

ARCHITECT: *(Name and address)*
Architects Design Group
333 N. Knowles Avenue
Winter Park, FL 32789

CONTRACTOR: *(Name and address)*
W & O Construction Company, Inc.
150 Construction Drive
Livingston, TN 38570

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The following is the change in the additional scope of work described in the drawings identified by clouded item triangles labeled revision 5. The change order amount is summarized in Attachment 'A' for the General Construction of the third floor, unfinished "shell" addition to the southwest wing of the building. All other provisions of the contract remain the same.

The original Contract Sum was	\$	1.00
The net change by previously authorized Change Orders	\$	13,667,578.60
The Contract Sum prior to this Change Order was	\$	13,667,579.60
The Contract Sum will be increased by this Change Order in the amount of	\$	535,935.25
The new Contract Sum including this Change Order will be	\$	14,203,514.85

The Contract Time will be increased by Fifty-six (56) days.

The new date of Substantial Completion will be identified as Final Completion, January 7, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects Design Group
ARCHITECT *(Firm name)*


SIGNATURE

Ian A. Reeves, President
PRINTED NAME AND TITLE

7/30/20
DATE

W & O Construction Company, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

R. L. Oakley Jr., President
PRINTED NAME AND TITLE

7/30/2020
DATE

City of Cookeville
OWNER *(Firm name)*


SIGNATURE

James Mills, City Manager
PRINTED NAME AND TITLE

DATE

Cookeville Police Department
 Neal Street Cookeville, Tennessee
 Shell addition

Description	Total
Building Permit/Plans check fee	\$ 3,990.00
Masonry	\$ 84,830.00
Metals	\$ 88,467.00
Rough Carpentry	\$ 6,343.75
Roofing and Sheet Metal	\$ 6,500.00
Aluminum Storefront	\$ 17,130.00
Doors, frames, hardware	\$ 6,393.00
Caulking and Sealants	\$ 2,500.00
Fire Safing and Caulking	\$ 2,500.00
Air Barrier	\$ 10,500.00
Foam Insulation (wall meets roof) with fire retarder	\$ 2,300.00
Seal Exterior Masonry Veneer	\$ 4,000.00
Metal Stud Walls	\$ 18,000.00
Parapet Framing	\$ 10,750.00
Alucabond at parapet	\$ 23,600.00
Polished Concrete Floors	\$ 27,227.00
Fire Suppression	\$ 9,500.00
HVAC	\$ 105,000.00
Electric & Fire Alarm	\$ 48,000.00
Jobsite Cleanup	\$ 10,080.00
Final Cleanup & Window Cleaning	\$ 2,170.00
	\$ -
Subtotal	\$ 489,780.75
General Contractor OH&P 3%	\$ 14,693.42
General Conditions 8 weeks @ 3500/week	\$ 28,000.00
Performance and Payment Bond .65 %	\$ 3,461.08
Total Cost	\$ 535,935.25



7G

New Police Headquarters Facility

High Density Storage

- High density storage and shelving throughout the building
- Vendor - Patterson Pope
- Purchased through Purchasing Cooperative – Sourcewell
- Vendor will coordinate with GC
- Part of our FF&E package
- Purchase amount- \$ 290,953.01

7H

Investigative Equipment

- ACT Inc.
- Sole Source
- \$ 13,645.00
- Budgeted Item – Drug Fund

Key Management System

- Debrough electronic key management
- Purchased through Purchasing Cooperative - Sourcewell
- Initially installed in current facility and moved to new facility post construction
- Purchase price- \$20,916.00
- Budgeted Item – Drug Fund

**CITY OF COOKEVILLE
BID TABULATION SCHEDULE**

West End Park Fencing Bid

DATE OF BID OPENING: Friday, July 31, 2020

TIME: 10:00 a.m.

BIDS OPENED BY: Rick Woods & Allen Boles

DEPARTMENT: Leisure Services & Public Facilities

Company	Total Bid Price
Security Fence, Inc.	\$15,980.00

We, the undersigned, do hereby recommend the bid from Security Fence, Inc. for the following reason:

Lowest bid meeting specifications

Rick Woods

RECOMMENDED: DEPARTMENT HEAD

James Miller

APPROVAL: CITY MANAGER

Brenda Amel

BUDGET AVAILABILITY: FINANCE DIRECTOR

7K

BID TABULATION SCHEDULE

DATE OF BID OPENING: 7/27/2020

BIDS OPENED BY: Jennifer Hutchinson - Tracy

BIDS WITNESSED BY: Amber Greenwood

DEPARTMENT: Animal Control[illegible]

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM

Shor-Line

BE AWARDED FOR THE FOLLOWING REASON:

meets all specifications + within budget

RECOMMENDED: DEPARTMENT HEAD

BUDGET AVAILABILITY: FINANCE DIRECTOR

APPROVED: CITY MANAGER

7L

Liberty Power Services, Inc.

Work Authorization

- Existing Professional and Technical Services Agreement with Liberty Power Services, Inc.
- LPS will provide installation, programming and testing of substation equipment.
- Negotiated a Work Authorization for various Substation Projects.
- Programming and Testing of SCADA System at North and East Substations.
- Inspection and Testing of Transformers and equipment at South, Southwest and West Substations.
- Cane Creek Substation 69KV Breaker Installation
- Substation Maintenance is a budgeted expense



WORK AUTHORIZATION
between
COOKEVILLE ELECTRIC DEPARTMENT
and
LIBERTY POWER SERVICE, INC.

In accordance with the PROFESSIONAL and TECHNICAL SERVICES AGREEMENT dated 9/25/2019 (the "Agreement"), between Cookeville Electric Department - ("CED") and Liberty Power Service, Inc., a Tennessee corporation ("Provider"), CED hereby authorizes Provider to proceed with the Professional and Technical Services for the project(s) described below:

1. East Substation SCADA programming, logic processor wiring, 13kv breaker and relay technical inspections and SCADA testing.
 - a. Not to exceed: \$20,000.00
2. North Substation SCADA programming and testing.
 - a. Not to exceed: \$15,000.00
3. South Substation Annunciator Upgrades-Installation, Relay Programming, Design Review, Technical and Acceptance testing.
 - a. Not to exceed: \$30,000.00
4. South Substation 13kv breaker SCADA updates-Installation, relay programming, design review and acceptance testing.
 - a. Not to exceed: \$30,000.00
5. Cane Creek Substation 69kv circuit breaker installation, design review and acceptance testing.
 - a. Not to exceed: \$18,000.00.
6. North Substation T1 and T2 LTC internal technical inspection and testing.
 - a. Not to exceed: \$30,000.00
7. Viper three phase recloser installation control programming, settings review and acceptance testing.
 - a. Not to exceed: \$5,000.00
8. Other Miscellaneous Projects requiring Technical Testing and Acceptance of CED Facilities as may be directed by CED.
 - a. Not to exceed: \$40,000.00
9. South Substation 161-13kv LTC internal inspections, power transformers, circuit switchers and circuit breakers technical inspection and testing.

Liberty Power Service, Inc.

439 Industrial Dr.
Bean Station, TN 37708



Phone 865-767-2897
libertypowerservice.com

- a. Not to exceed: \$45,000.00
- 10. Southwest Substation LTC internal inspections, power transformers, relays, circuit switchers and circuit breakers technical inspection and testing.
 - a. Not to exceed: \$45,000.00
- 11. West Substation power transformers, relays, circuit switchers and circuit breakers technical inspection and testing.
 - a. Not to exceed: \$45,000.00

Fee Arrangement: CED will pay Provider for Professional and Technical Services under this Agreement as follows:

1. An amount equal to the cumulative hours charged to the Project by the Provider and each class of Provider's employees times the hourly rates listed below plus Reimbursable Expenses and Provider's equipment and sub-consultant's charges, if any. The total amount shall not exceed the amount listed above for each specific project. Hourly rates and equipment charges for these Services are as shown on Exhibit "A" and effective July 1, 2020.

Periods of Service:

1. Provider's services will commence when the Work Authorization has been countersigned and dated by the CED and returned to the Provider. Services will be completed by June 1, 2021.

MODIFICATIONS TO MASTER PROFESSIONAL AND TECHNICAL SERVICES AGREEMENT (PTSA)

- None -

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization as of the dates attested herein:

Liberty Power Service, Inc.	Cookeville Electric Department
(Signature)	(Signature)
By: Allen Frye	By: Carl Haney
Title: President	Title: Director, Cookeville Electric Department
Date:	Date:

Liberty Power Service, Inc.

439 Industrial Dr.
Bean Station, TN 37708



Phone 865-767-2897
libertypowerservice.com

LPS RATE SCHEDULE YEAR 2020

ENGINEERING/FIELD SERVICE HOURLY LABOR RATES AND CHARGES

1. Engineering Services-Senior	\$160.00 per hour
2. Engineering Services-Standard	\$125.00 per hour
3. Senior Technician:	
a. Up to 10 hours per day	\$113.00 per hour
b. Over 10 hours, up to 16 hours per day:	\$141.25 per hour
c. Holiday, weekends, and over 16 Hours per day:	\$226.00 per hour
4. Technician I:	
a. Up to 10 hours per day	\$91.50 per hour
b. Over 10 hours, up to 16 hours per day:	\$114.50 per hour
c. Holiday, weekends, and over 16 Hours per day:	\$183.00 per hour
5. Technician II:	
a. Up to 10 hours per day	\$84.50 per hour
b. Over 10 hours, up to 16 hours per day:	\$105.50 per hour
c. Holiday, weekends, and over 16 Hours per day:	\$169.00 per hour
6. Test Van Mileage	\$0.70 per mile
7. Truck Mileage	\$1.25 per mile
8. Trailer Mileage	\$1.25 per mile
9. Circuit Breaker Analyzer	\$200.00 each day used
10. Advanced Relay Test Set	\$200.00 each day used
11. Oil Rig	\$400.00 each day used
12. Power Factor Test Set	\$400.00 each day used
13. Sweep Frequency Response Analyzer	\$150.00 each day used
14. SF6 Gas Cart	\$300.00 each day used
15. New Oil	\$8.00/Gallon
16. Standby Battery System	\$400.00 each day used
17. Transformer vacuum processor rig	\$2,500.00 per day
18. Expenses such as meals and lodging	Actual Cost Incurred

Notes:

1. Round-trip mileage will apply for each vehicle and service trailer needed to complete the job.
2. Due to the fluctuation in the oil markets new oil & mileage charges will be priced as listed above but may vary if market conditions dictate a price change.

Liberty Power Service, Inc.

439 Industrial Dr.
Bean Station, TN 37708



Phone 865-767-2897
libertypowerservice.com

SHOP SERVICE EQUIPMENT RATES AND HOURLY CHARGES

1. Single phase recloser: \$200.00 per recloser
2. Voltage regulator: \$91.50/hour
3. Three phase hydraulic recloser: \$850.00 per recloser
4. Three phase electronic recloser: \$800.00 per recloser
5. Recloser or regulator control: \$91.50/hour
6. Oil switch: \$140.00
7. Transformer testing, maintenance, repairs: \$91.50/hour
8. Any other necessary shop testing services not specifically listed above, \$91.50/hour

OIL TESTING SERVICES

1. Oil Screen, 6 Part test, \$65.00 per sample includes the following:
 - a. Color/Visual D1500/D1524
 - b. Water/Relative Saturation D1533
 - c. Dielectric D1816
 - d. Interfacial Tension D971
 - e. Neutralization Number D974
 - f. Specific Gravity D1298
2. Oil Screen, 7 part, \$72.00 per sample:
 - a. All tests included in 6 part plus power factor @25C
3. Oil Screen, 8 Part, \$85.00
 - a. All tests included in 7 part plus power factor @100C
4. Dissolved Gas Analysis, \$50.00 per sample, D3612A or C
5. PCB Content, \$45.00 per sample

NOTE: ALL OIL TESTING IS ROUTINELY PERFORMED BY AN OUTSIDE LABORATORY WITH CHEMICAL AND ELECTRICAL ENGINEERING SUPPORT STAFF FOR INTERPRETATION OF RESULTS.

Note: Any parts or freight required for services and/or repairs will be billed in addition to the above prices.


7M

BID TABULATION SCHEDULE

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM Wilson County Motors, Columbia Dodge, Ford of Murfreesboro
BE AWARDED FOR THE FOLLOWING REASON: State of Tennessee Vehicle Contract #209

Carla

Brenda Jmel



Yang. Keller

James M. Smith

7N

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

Replacement of Roof

DATE OF BID OPENING: 07/31/2020
BIDS OPENED BY: Daryl Blair
BIDS WITNESSED BY: Daniel Snyder
DEPARTMENT: Fire

TIME: 2:00 P.M.

BIDDERS	AMOUNT	
Allen's Roofing & Exteriors	\$16,900.00	
Bowman Roofing	No Bid	
Cookeville Sheet Metal	No Bid	
Hawkins Roofing Company	No Bid	

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM ALLEN'S ROOFING & EXTERIORS BE AWARDED
FOR THE FOLLOWING REASON: ONLY BID SUBMITTED

Pranda Amel

BUDGET AVAILABILITY: FINANCE DIRECTOR

James Niles
APPROVAL: CITY MANAGER

RECOMMENDED: DEPARTMENT HEAD

7P

RESOLUTION

A RESOLUTION OF THE COUNCIL OF
THE CITY OF COOKEVILLE,
TENNESSEE, ACKNOWLEDGING AND
CELEBRATING THE 100th
ANNIVERSARY OF THE 19TH
AMENDMENT TO THE CONSTITUTION
OF THE UNITED STATES OF AMERICA

RESOLUTION NUMBER: R20-08-16
REQUESTED BY: COUNCILMAN WOMACK
PREPARED BY: CITY MANAGER
APPROVED AS TO FORM AND
CORRECTNESS:

(City Attorney)

ADOPTED _____
MINUTE BOOK _____ PAGE _____

WHEREAS, on August 18, 1920, the House of Representatives of the Tennessee General Assembly ratified the 19th Amendment to the Constitution of the United States of America; and

WHEREAS, the Amendment passed by one vote in the Tennessee General Assembly- 50 to 49, when Representative Harry Burn from McMinn County changed his vote after receiving a letter from his mother asking him to vote for women's suffrage; and

WHEREAS, thus Tennessee was the 36th state to ratify, making the 19th Amendment a Congressional law of the United States of America.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF COOKEVILLE, TENNESSEE, that:

At the Centennial anniversary of Tennessee's ratification of the 19th amendment, the Cookeville City Council would like to celebrate this amendment which is as follows:

The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex. Congress shall have power to enforce this article by appropriate legislation.

Adopted, this the 6th day of August, 2020.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk